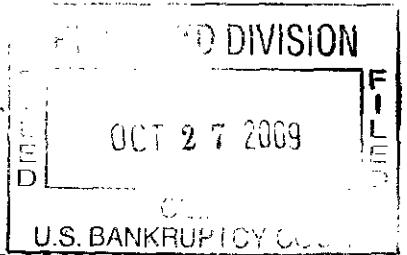


IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION



In re:) Bankruptcy Case No 08-35653-KRH
) Chapter 11
CIRCUIT CITY STORES, INC., et al.,)
)
Debtors.) (Jointly Administered)

3725 AIRPORT BOULEVARD, LP'S RESPONSE TO DEBTORS' FORTY-FIFTH OMNIBUS OBJECTION TO CLAIMS (DISALLOWANCE OF CERTAIN CLAIMS THAT WERE FULLY SATISFIED POSTPETITION AND MODIFICATION OF CERTAIN CLAIMS THAT WERE PARTIALLY SATISFIED POSTPETITION)

COMES NOW, 3725 Airport Boulevard, LP ("Landlord") and hereby responds (this "Response") to the *Debtors' Forty-Fifth Omnibus Objection to Claims (Disallowance of Certain Claims That Were Fully Satisfied Postpetition and Modification of Certain Claims That Were Partially Satisfied Postpetition)* (the "Claims Objection") filed by Circuit City Stores, Inc., et. al. (the "Debtors"). In support of this Response, Airport states as follows:

1. The Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code on November 10, 2008. The Debtors have continued to operate their business and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.
2. Landlord is a former lessor of Debtors with respect to the now rejected retail lease for Debtors' Store No. 856—3725 Airport Boulevard, Mobile, AL 36608 (lease rejected effective March 10, 2009) (the "Lease").
3. The proof of claim bar date for this bankruptcy case was January 30, 2009 (the "Bar Deadline").

4. On January 21, 2009 Landlord filed Claim Number 4175 in the amount of \$22,068.55 for post-petition rent for the period of November 10, 2008 through November 30, 2009.

5. Paragraph 3(c) of the Lease, a copy of which was included as an attachment to Claim Number 4175, requires Debtors to pay “all costs, charges and expenses of every nature whatsoever against the Property which are payable or which relate to the Initial Term or any Option Period.” This paragraph requires, inter alia, Debtors to pay all common area maintenance charges (“CAM”) and real estate taxes.

6. As of the date Landlord filed Claim Number 4175, Landlord was unaware that Debtors had failed to pay additional costs, charges and expenses as required by the Lease.

7. Landlord owns the building which Debtors leased Store No. 856 from Landlord, but does not own any other part of the shopping center in which the building is located. Kimco Realty Corporation (“Kimco”) owns the rest of the shopping center, all common areas of the shopping center. Kimco manages all aspects of the common areas of the shopping center and makes payment of real estate taxes in accordance with a certain Construction, Operating, and Reciprocal Easement Agreement (the “CORE Agreement”) and Circuit City Supplemental Agreement (the “Supplemental Agreement”)(Collectively the CORE Agreement and Supplemental Agreement are referred to herein as the “Core Agreements”). Copies of the Core Agreements are attached hereto as Exhibits A and B.

8. During the entire term of the Lease, Debtors received all notices for CAM and real estate taxes directly, and paid such amounts due directly. Landlord did not receive any copies of invoices or payments, or any notices or other correspondence of any kind relative to CAM and real estate taxes.

9. Several months after filing Claim Number 4175, Landlord received an invoice and correspondence from Kimco indicating that Debtors had not paid CAM or real estate taxes as were properly due and payable during the post-petition period through the date Debtors rejected the Lease on March 10, 2009.

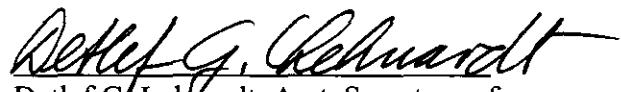
10. Sometime after June 12, 2009, Landlord received Circuit City Check No. 4607810, in the amount of \$22,068.55, representing the payment of post-petition rent.

11. On July 13, 2009, Landlord filed an amendment to Claim Number 4175, a copy of which is attached as Exhibit B. The amendment was assigned Claim Number 14482. The amendment acknowledged receipt of Debtors' check for post-petition rent and added the unpaid CAM and real estate taxes which were due and payable during the post-petition period through the lease rejection date in the amount of \$43,408.08. The total amount of the amended claim for postpetition administrative expenses was \$43,408.08.

12. Landlord admits that Debtors paid \$22,068.55 of post-petition rent, partially satisfying the amended claim, however Debtors failure to pay the additional CAM and real estate taxes when due represents Debtors further breach of the Lease during the post-petition period, and such amounts should be treated as additional post-petition administrative expenses.

13. Until such time that Landlord was notified by Kimco of Debtors further post-petition breach of the Lease, Landlord was unaware of such breach, and therefore Landlord's amended post-petition claim should be allowed.

14. I hereby declare that I have personal knowledge of the relevant facts that support this Response.



Detlef G. Lehnardt, Asst. Secretary of
3725 Airport Boulevard, LLC, general
partner of 3725 Airport Boulevard, LP

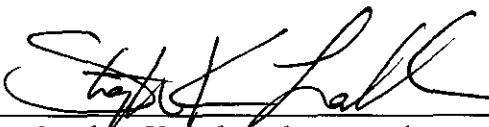
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15. Landlord also objects to Debtors' attempt to reserve the right to assert further objections to Claims Nos. 4175 and 14482 in the future. All objections to these claims should be adjudicated and resolved at the same time.

WHEREFORE, Landlord prays that the Objection be overruled and that the Court find that Landlord's amended post-petition administrative claim in the amount of \$43,408.08, and its Claim No. 114482 is a valid claim in the amount of \$43,408.08 and that its proof of claim be allowed in such amount.

Dated: October 26, 2009

3725 AIRPORT BOULEVARD, LP

By: 
Stephen K. Lehnardt, counsel

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CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of October, 2009, a true and complete copy of the foregoing was deposited with Federal Express for Next Day Delivery and addressed to:

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